

December 29, 2009

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE
COMPANIES AND POLITICAL SUBDIVISIONS

FROM: VICKI L. MACKLIN
STATE CONTRACT PROCUREMENT OFFICER
302-857-4553

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS10578-MEAT V10
MEAT, POULTRY, FISH, & DAIRY

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each Vendors contract shall be valid for a period from January 1, 2010 through March 31, 2010. Each contract may be renewed for three (3) additional three (3) month periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than sixty (60) days prior to the termination of the current agreement.

3. VENDORS:

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This is a Multiple Award Contract. The addresses of the authorized suppliers are:

VENDOR – V01	VENDOR – V02	VENDOR – V03	VENDOR – V04
Kast Distributors, Inc. 541 Harding Hwy Carneys Point, NJ 08069 Gus Vournavakis 856-299-3553 Fax 856-299-6226 E.I.# : 22-3340683 Gus@kastdistributors.com	Karetas Foods Inc. 1012 Tuckerton Court Reading, PA 19605 Vicky Friendmann 610-926-3663, EXT 3008 FAX: 610-926-1002 EI# 23-2008683 Vicky@karetasfoods.com	US Foodservice, Inc. 2255 High Hill Road PO Box 545 Bridgeport, NJ 08014 Bunnie Powell 800-336-3313 EXT. 7201 FAX: 856-241-0363 EI# 36-3642294 Bunnie.powell@usfood.com	Good Source Solutions 1525 Faraday Ave, Suite 200 Carlsbad, CA 92008 Gill Hines (800) 735-4319 Fax 858-435-1175 E.I.#: 33-0885546 Gil@goodsource.com
VENDOR – V05	VENDOR – V06	VENDOR – V07	VENDOR – V08
Sysco Eastern Maryland 33239 Costen Road Pocomoke, MD 21851-0477 Nancy Linck 410-677-5527 Fax: 410-957-2207 EI# 74-2937089 Linck.nancy@lsfs.sysco.com	North Atlantic Fish Co. 88 Commercial Street Gloucester, MA 01930 Marla Covitz 978-283-4121 Fax: 978-283-5948 EI# 04-2026820 marla@northatlanticfish.net	Clark's Trading Company PO Box 328 Wales, WI 53183 Clark Beier 262-968-5598 Fax: 262-968-3205 EI# 51-0333150 cbeier@aol.com	Hillandale Farms of DE PO Box 269 149 SydeLL Drive Hartly, DE 19953 Ian SydeLL 302-492-3644 F: 302-492-8924 ritafabi@aol.com

3. **VENDORS: (cont.)**

VENDOR – V09	VENDOR – V10
JNS Foods, LLC 6635 W. Commercial Blvd. Tamarac, FL 33319 Eliot Meiseles 954-718-7958 F: 954-718-8736 EI# 20-8188208 bids@jnsfoods.com	Advanced Commodities, Inc. 840 W. Bartlett Rd, Ste. 3 Bartlett, IL 60103 Chris Mackowiak 630-372-9200 F: 630-372-9600 EI# 36-4272805 Advcomminc@aol.com

SEE ATTACHED EXCEL SPREADSHEET FOR EACH VENDOR'S PRODUCTS AWARDED

4. **SHIPPING TERMS:**

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F.O.B. destination.

5. **DELIVERY AND PICKUP:**

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If a Vendor is unable to deliver the product on the date specified, and within the lead time per contract, they are to call the Facility Food Service Manager or their designee and notify them of the new delivery date, a minimum of twenty-four (24) hours prior to the scheduled date. If the date is unacceptable to the facility or the Vendor fails to notify the facility, the item will be purchased on the open market and the defaulting Vendor charged the difference between the contract price and the price paid. The successful Vendor shall provide reasonable service for emergencies.

Minimum Order Size. There are **no minimum order** sizes for any of the suppliers under contract.

Delivery Time. The maximum time between order placement and delivery is as follows:

Department of Correction – Within 48 hours of requested delivery date.

Department of Health and Social Services - Deliveries may be made Monday through Friday, between the hours of 8:00 a.m. and 3:00 p.m. **Absolutely no deliveries will be accepted after 3:00 p.m.**

Reporting.

The State will receive reports from the awarded suppliers on a monthly basis that will help determine how the contract is being used, and how to improve the contract to better serve the States needs.

6. **DELIVERING OTHER THAN SPECIFIED:**

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Vendor(s) delivering other than the brand and packaging specified in their bid will have their product(s) refused and returned at the Vendor(s) expense shortly thereafter. The items will be purchased on the open market and the defaulting Vendor(s) charged the difference between the contract price and the price paid.

7. **PRICING:**

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Prices shall remain firm for the term of the contract unless price adjustment has been approved at the intervals described below.

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ADDITIONAL TERMS AND CONDITIONS

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8. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the additional three (3) month option, Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

9. **BILLING:**

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

10. **PAYMENT:**

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The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. **PRODUCT SUBSTITUTION:**

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All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by Government Support Services to do otherwise. Written specifications and/or samples of substitutions must be submitted if requested by the ordering agency if an approved brand is not available for delivery. If it is deemed that the product is inferior to that of the product on contract the agency may accept shipment, but adjusted pricing is required. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

12. **ORDERING PROCEDURE:**

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Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

13. **HOLD HARMLESS:**

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The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

14. **NON-PERFORMANCE:**

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In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

If any supplier fails to meet this level of performance, it should be reported to Sandra David.

15. **FORCE MAJEURE:**

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Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

16. **AGENCY'S RESPONSIBILITIES:**

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The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

17. **CONTACT INFORMATION:**

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GSS Contact.

The State's primary contact for this contract is Vicki Macklin, Contract Officer for Office of Management and Budget, Government Support Service (302) 857-4553.

18. **BACK ORDERS:**

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It is the responsibility of the Vendor to notify the ordering agency regarding any back orders at least 24 hours prior to delivery of the ordered items. All back orders must be delivered within 5 days of notification, and or according to the Service Level Metric per the bid.

19. **PRODUCT GUARANTEES:**

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Vendor guarantees against denting, swells and can detinning for a period of 12 months from date of delivery. All products specified herein, shall be processed, packaged and delivered in accordance with any and all applicable regulations, including those of the State of Delaware and Federal Food & Drug Administration Food Codes.

20. **STOCK ITEMS:**

All items bid will be considered stock items, unless otherwise noted on the bid.

21. **INSPECTION:**

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Upon delivery the material will be inspected, and if found to be defective or it fails in any way to meet the specifications or approval of Food Service Supervisor, the items may be rejected or returned. All shortages must be reported to the Vendor within five (5) working days of receipt and replaced by the within five (5) days of the report.

22. **VENDOR EVALUATION:**

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The User Agencies and Government Support Services will evaluate Vendor(s) during the contract period. The Evaluation will include, but not limited to: timeliness of deliveries, quality of products, back orders; adequate packing lists, invoicing; and compliance resolution. Performance discussions with the awarded Vendor(s) will occur during the contract period. If the performance of the Vendor(s) deemed unacceptable, their names will be removed from the bidders list for future consideration.

23. **SAMPLES:**

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Government Support Services, reserves the right to require a Vendor to furnish samples of any item awarded after the bid. Upon request by an Agency, the Vendor must comply within 7 days after the request for samples. The samples must be furnished free of charge, marked with item number and Vendor's name, and delivered to the designated agency. The state agencies, in accordance with FDA and State of Delaware Food Codes, will evaluate these samples. Samples must be delivered in the same container that will be used for delivery during the contract period.

24. **RETURN POLICY:**

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Any materials delivered in poor condition, in excess of the amount authorized by the requisition form or not included on the requisition form or purchase order may, at the discretion of the Contract Users, be returned to the Supplier's warehouse at the Supplier's expense within 30 days. Return Authorizations (RA's) must be credited immediately once Supplier receives the returned goods.

23. **CUSTOMER SERVICE:**

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The Supplier(s) should provide each of the State and the Contract Users a single, local point of contact (and a backup) to handle questions or problems that may arise. At least one Customer Service Representative must be available during Supplier's operating hours. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, State contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or 800 number preferred).

Both the State and the Supplier(s) will commit to quarterly reviews of internal customer satisfaction and will make consistent efforts to improve customer satisfaction.

24. **QUALITY ASSURANCE:**

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The Supplier(s) is to guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices or other documents produced by the supplier(s). The Supplier(s) is to agree to repair and/or immediately replace without charge to Contract Users any product or part thereof which proves to be defective or fails within the warranty period as specified.

27. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) have provided the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan April 2005.

- Kast Distributors: Gus Vournavakis, Cell 609-617-9581 Home 856-464-1195
- H.Schrier: Jack Tamaroff, Work 718-258-7550, Fax: 718-258-9586
- Karetas Foods: Vicky Friedmann, Home 610-775-5883, Work 610-926-3663
- Good Source: Gil Hines, Work 800-735-4319, Fax: 858-435-1175
- Sysco Eastern MD: Nancy Linck, Work 410-677-5527, Fax 410-957-2207
- North Atlantic Fish Co: Marla Covitz, Work 978-283-4121, Fax 978-283-5948
- Clarks Trading Company: Clark Beirr, Work 262-968-5598, Fax 262-968-3205
- Hillandale Farms of DE: Ian Sydel, Work 302-492-3644, Fax 302-492-8924
- JNS Foods, LLC: Eliot Meiseles, Work 954-718-7958, Fax 954-718-8736
- Advanced Commodities: Chris Mackowiak, Work 630-372-9200, Fax 630-372-9600

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